

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SOCKEYE MEDIA, LLC, et al.,
Plaintiffs,
v.
LINH NHI,
Defendant.

Case No. 5:15-cv-02244-PSG

ORDER GRANTING MOTION TO AUTHORIZE ALTERNATE FORM OF SERVICE

(Re: Docket No. 14)

Plaintiff Sockeye Media, LLC, moves to authorize an alternate form of service, namely email, on Defendant Linh Nhi.¹ Nhi resides in Vietnam.²

Sockeye produces and uploads videos to YouTube, and alleges that Nhi uploaded copies of Sockeye's videos without permission and infringed on Sockeye's copyrights.³ Sockeye asked YouTube to take down Nhi's uploads, YouTube notified Nhi by email and a YouTube communication platform, Nhi contested the takedown, and this lawsuit was born.⁴ Following YouTube's Terms of Service, Nhi provided Sockeye his physical address and email address.⁵ Sockeye tried multiple times to serve Nhi at the address he provided, but the address was not

¹ See Docket No. 14; Docket No. 24 at 2.

² See Docket No. 14; Docket No. 24 at 2.

³ See Docket No. 1 at ¶ 11.

⁴ See Docket No. 24 at 2.

⁵ See *id*.

1 valid.⁶ Sockeye now asks the court to authorize service by email on Nhi.

2 Fed. R. Civ. P. 4(f)(3) permits service on an individual in a foreign country “by other
3 means not prohibited by international agreement, as the court orders.” In *Rio Properties, Inc. v.*
4 *Rio Int’l Interlink*, the Ninth Circuit held that this may encompass service by email, because “the
5 Constitution does not require any particular means of service of process, only that the method
6 selected be reasonably calculated to provide notice and an opportunity to respond. In proper
7 circumstances, this broad constitutional principle unshackles the federal courts from anachronistic
8 methods of service and permits them entry into the technological renaissance.”⁷

9 The court accordingly GRANTS Sockeye’s motion, because service by email is reasonably
10 calculated to provide Nhi both notice of Sockeye’s complaint and an opportunity to respond, and
11 is not prohibited by international agreement. First, the physical address Nhi provided Sockeye is
12 invalid, resulting in the destruction of the package of documents that Sockeye attempted to serve
13 by FedEx and UPS.⁸ While it is not certain that service by email will fare any better, there is no
14 indication yet that Nhi’s email address is invalid.⁹ Second, Vietnam has not signed or ratified the
15 Hague Convention, and therefore cannot and has not exercised any rights under the Convention to
16 object to service by email.¹⁰

17 **SO ORDERED.**

18 Dated: December 1, 2015

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PAUL S. GREWAL
United States Magistrate Judge

⁶ See Docket No. 14 at 1-2; Docket No. 24 at 2.

⁷ 284 F.3d 1007, 1017 (9th Cir. 2002).

⁸ See Docket No. 14 at 1.

⁹ See *id.* at 1-2 (stating that Sockeye emailed Nhi, with no allegation that the email bounced).

¹⁰ See Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, Feb. 11, 1969, available at http://www.hcch.net/index_en.php?act=conventions.status&cid=17.